



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

December 18, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF A CONSULTANT  
SERVICES AGREEMENT WITH HEALTH MANAGEMENT ASSOCIATES  
(SUPERVISORIAL DISTRICTS 1, 2 AND 5)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Health Services (DHS or Department), or his designee, to sign a Consulting Services Agreement, substantially similar to Exhibit I, with Health Management Associates (HMA), effective upon date of Board approval through May 31, 2008, for the provision of consultant services related to lower level of care connection for LAC+USC Healthcare Network (LAC+USC), the implementation of the Multi-Service Ambulatory Care Center (MACC) Plan at Martin Luther King, Jr. (MLK) MACC and standardization at High Desert Health System (HDHS) MACC, in the amount of \$429,005.
2. Delegate authority to the Director of DHS, or his designee, to: 1) extend the Agreement term for an additional six months, effective June 1, 2008 through November 30, 2008, at no additional cost, to allow additional time, if needed, for the completion of the deliverables related to LAC+USC, MLK MACC and HDHS MACC; and 2) increase or decrease the maximum obligation by no more than 10 percent, or \$42,900 to address any additional tasks which may be required to fully accomplish the MACC implementation plans and standardization at HDHS MACC, upon review and approval by County Counsel and the Chief Executive Office (CEO).

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

In approving the recommended actions, the Board is authorizing the Director of DHS, or his designee, to sign a Consulting Services Agreement with HMA for the continuation of lower level of care connections for LAC+USC with the community, implementation of the MACC staffing plan at MLK MACC, and to adapt the baseline services to HDHS MACC for maximum efficiencies throughout the Department.

In addition, delegated authority to increase or decrease the allocation by 10 percent will allow the Department the flexibility to utilize funds in accordance with fully accomplishing the MACC implementation plans and MACC standardization at HDHS, upon review and approval by County Counsel and CEO.

The recommended Consulting Services Agreement contains additional language that will provide protective measures related to specific deliverables and the costs associated with those deliverables.

In the event that the Department is in need of services to be provided at any of its remaining health care facilities, formal Board approval of an Agreement Amendment will be required prior to any such work proceeding.

### **FISCAL IMPACT/FINANCING**

The total cost of the Consultant Services Agreement with HMA, effective upon date of Board approval through May 31, 2008, is \$429,005. If the option to extend through November 30, 2008 is utilized, there will be no additional cost.

Funding is included in Health Services Administration's (HSA) Fiscal Year (FY) 2007-08 Final Budget, and will be requested in FY 2008-09, as necessary. Any increase under the delegated authority will be funded within existing resources.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On May 9, 2006, your Board approved Agreement No. H-702029 with HMA for the provision of consultant services related to the reconfiguration of clinical and related services at LAC+USC Medical Center, effective May 9, 2006 through April 30, 2007. The Agreement provided for analyzing key areas of LAC+USC's operations and pinpointing efficiencies that would make the transition to the Replacement Hospital a smoother process.

On June 19, 2007, your Board approved Consulting Services Agreement No. H-702814 with HMA, effective June 19, 2007 through November 30, 2007, in the amount of \$272,400, to continue services related to: 1) the clinical redesign associated with the transition to the Replacement Hospital; 2) finalizing and implementing long-term and lower level of care initiatives to provide bed capacity outside LAC+USC for patients who do not need care in a tertiary hospital; 3) assisting in the development plans of the MACC at MLK-Harbor Hospital; 4) continuing to facilitate meetings of the LAC+USC Clinical Redesign Steering Committee; and 5) developing the capacity/demand and staffing model for the MLK MACC.

During the term of that Agreement, the Department requested HMA to perform additional MLK MACC related services. The Agreement allowed for an increase of 10 percent in the maximum obligation or \$27,240. However, the Department did not fully follow the contract's provision related to the exercise of the 10 percent option. While the Department did provide the required notice to the contractor, the required written notice to the CEO and execution of an administrative amendment were not completed. In a separate action on your Board's agenda, the Department is requesting Board approval of the retroactive payment in the amount of \$27,240 and has submitted a corrective action plan to avoid future retroactive occurrences.

On August 13, 2007, the Department provided an Implementation Plan (Plan) for the closure of MLK-H to your Board. As a result of your Board's approval and changes made to the Plan, additional consulting services are needed from HMA, effective upon date of Board approval through May 31, 2008.

The Agreement may be terminated by County with a 30-day advance written notice to Contractor.

County Counsel has reviewed and approved Exhibit I as to use and form.

Attachment A provides additional information.

### **CONTRACTING PROCESS**

The Department is recommending HMA for consulting services because of HMA's expertise and knowledge of LAC+USC's plan for lower level care connections and familiarity with the MACC services for MLK and standardization at HDHS. Because of the specialized consulting services and background knowledge required, the Agreement was not advertised as a contract opportunity on the Los Angeles County Online Website.

Honorable Board of Supervisors  
December 18, 2007  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Board's approval of a Consulting Services Agreement with HMA will provide for services that will further enhance the delivery of health care for the LAC+USC, MLK MACC and HDHS MACC communities.

**CONCLUSION**

When approved, DHS requires four signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH  
SAS:LT:bjs

Attachments (2)

c: County Counsel  
Director and Chief Medical Officer, Department of Health Services

121807\_DHS\_HMA



**SUMMARY OF AMENDMENT**

1. TYPE OF SERVICE:

Consulting services at LAC+USC Healthcare Network, Martin Luther King, Jr. (MLK) Multi-Service Ambulatory Care Center (MACC) and High Desert Health System (HDHS).

2. AGENCY ADDRESSES AND CONTACT PERSON:

Health Management Associates (HMA)  
180 North La Salle, Suite 2305  
Chicago, Illinois 60601  
Phone: (312) 641-5007  
Fax: (312) 641-6678  
Contact: Pat Terrell, Principal

3. TERM:

Effective upon date of Board approval through May 31, 2008.

4. FINANCIAL INFORMATION:

The total cost of the Consultant Services Agreement with HMA, effective upon date of Board approval through May 31, 2008, is \$429,005. If the option to extend through November 30, 2008 is utilized, there is no additional cost.

Funding is included in the Health Services Administration's (HSA) Fiscal Year 2007-08 Final Budget, and will be requested in FY 2008-09, as necessary. Any increase under the delegated authority will be funded within existing resources.

5. GEOGRAPHIC AREAS SERVED:

1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> Supervisorial Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

John R. Cochran, III Chief Deputy Director

7. APPROVALS:

Network:	John R. Cochran, III, Chief Deputy Director
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (as to form):	Sharon Reichman, Principal Deputy

April 18, 2008

To: Lily

From: Jane Tsukamoto  
Chief Executive Office



**DHS – HEALTH MANAGEMENT ASSOCIATES AGREEMENT # 703113**

Attached is the signed, updated and revised DHS Health Management Associates agreement #703113 that was approved by the Board on **January 15, 2008, agenda item #15.**

Let me know if you have any questions, my phone number is 4-1459.

Thank you.

H-703113  
H-703113

DEPARTMENT OF HEALTH SERVICES  
CONSULTANT SERVICES AGREEMENT WITH  
HEALTH MANAGEMENT ASSOCIATES

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FOR EXCEPTION

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EXHIBIT F - CHARITABLE CONTRIBUTIONS CERTIFICATION

H-703113  
Contract No. H-703113

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into this 15<sup>th</sup> day  
of January, 2008,  
by and between COUNTY OF LOS ANGELES (hereafter  
"County"),  
and HEALTH MANAGEMENT ASSOCIATES  
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS" or "Department"), the Martin Luther King Jr. Multi-Service Ambulatory Care Center ("MLK MACC"), the High Desert Health System Multi-Service Ambulatory Care Center ("HDHS MACC") and the Los Angeles County + University of Southern California Medical Center ("LAC+USC"); and,

WHEREAS, County has determined that it is a matter of public convenience and necessity to engage a professional to provide the specialized services described herein; and,

WHEREAS, Contractor possesses the competence, expertise, and personnel required to provide such services; and,

WHEREAS, Contractor desires to assist County's DHS in the development and implementation of staffing and organizational

plans for its MLK MACC as well as in the adaptation of baseline services for its HDHS MACC; and,

WHEREAS, Contractor further desires to assist County's DHS in finalizing work related to lower level of care connections for LAC+USC; and,

WHEREAS, DHS has determined that the services to be provided hereunder are of a complex, professional nature, that such services are required on a temporary basis and that DHS does not have the expertise to provide such services; and,

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and,

WHEREAS, this Agreement is authorized by California Government Code sections 26227 and 31000 as well as Los Angeles County Code section 2.121.250B(3).

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall be effective upon the date of its approval by County's Board and shall continue, unless sooner terminated or canceled, in full force and effect to and including May 31, 2008.

Thereafter, this Agreement may be extended up to an additional six (6) months, in the sole discretion of the Director of DHS, through November 30, 2008 in order for Contractor to



perform close out activities related to the work required under this Agreement. Director shall provide Contractor with written notice of his intent to extend this Agreement, including the length of time for which the Agreement is to be extended, no later than May 1, 2008. Any such extension shall be memorialized through an administrative amendment, shall be approved by the Chief Executive Office and County Counsel prior to its execution by the parties, and shall be executed by the parties prior to May 31, 2008. In the event the Director fails to notify Contractor that he is exercising his option to extend, this Agreement shall terminate at midnight on May 31, 2008.

Except as specifically noted in this Agreement, all provisions of the Agreement shall remain in full force and effect for the duration of the extension period. There shall be no additional compensation for work performed during the extension period.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or



subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. TERMINATION OF AGREEMENT:

A. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement by giving written notice of termination specifying the material breach to the breaching party. Such termination shall be effective immediately upon delivery of written notice of termination to the breaching party.

B. Subparagraph A hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, if such other party should lose any material license, permit, or agreement required to enable such party to perform its obligations and duties under this Agreement.

C. Subparagraphs A. and B. hereof notwithstanding, either party may terminate this Agreement, effective immediately upon written notice to the other party, or at a later date as may be specified in such notice, if such other

party files for bankruptcy, insolvency, reorganization, or the appointment of a receiver, trustee, or conservator for any of its assets, or makes an assignment for the benefit of its creditors, which termination shall be effective immediately upon delivery of, or on such later date as may be specified in such notice.

D. Subparagraphs A., B., and C. hereof notwithstanding, County may terminate this Agreement at any time and for any reason, with or without cause, by giving at least thirty (30) calendar days prior written notice of termination to Contractor. In the event that Director exercises the right to extend this Agreement on a month to month basis, as set forth in Paragraph 1, TERM, termination during any such extension period shall be effected by a ten (10) days prior written notice as set forth in Paragraph 1.

E. Following a determination by authorized officials of either the Federal or State government that any provision of this Agreement violates either Federal or State law, or both, or following a court determination that any provision of this Agreement violates either Federal or State law, or both, County may give Contractor prior written notice to terminate this Agreement within thirty (30) calendar days if the parties are unable, within the interim, to negotiate a revised Agreement that cures the violation(s).

3. DESCRIPTION OF SERVICES: Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference, at MLK MACC, HDHS MACC and LAC + USC. In the event that County's DHS desires Contractor to provide services at any of its remaining health care facilities, a formal amendment, approved by the Board of Supervisors, shall be required prior to any such work proceeding.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of Board of Supervisors' approval through May 31, 2008, the maximum obligation of County for Contractor's performance hereunder shall not exceed Four Hundred Twenty-Nine Thousand, Five Dollars (\$429,005). In the event that Director exercises his option to extend this Agreement in accordance with Paragraph 1, TERM, there shall be no additional compensation for any work performed during that extension period.

B. Deliverables: In consideration of the performance by Contractor of the services described in Exhibit A, County agrees to pay Contractor as follows:

First Payment-Deliverable 1: Upon completion to Director's satisfaction of the Lower Level of Care Connections Plan for LAC+USC, County shall reimburse Contractor the sum of Thirteen Thousand, Nine Hundred



Seventy-Five Dollars (\$13,975), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Second Payment-Deliverable 2: Upon completion to Director's satisfaction of the Urgent Care Center Operational Plan for MLK MACC, County shall reimburse Contractor the sum of Thirty Thousand Dollars (\$30,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Third Payment-Deliverable 3: Upon completion to Director's satisfaction of the Organization Structure Plan for MLK MACC, County shall reimburse Contractor the sum of Ten Thousand Dollars (\$10,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Fourth, Fifth, Sixth and Seventh Payments-Deliverables 4, 5, 6, and 7: Upon completion to Director's satisfaction of monthly Operational Workplan Progress Reports and the Final Operational Workplan Report, County shall reimburse Contractor the sum of Fifty Thousand, Two Hundred Twenty Dollars (\$50,220) for each Report, or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Eighth Payment-Deliverable 8: Upon completion to Director's satisfaction of the Ambulatory Surgery Center Implementation Plan for the MLK MACC, County shall reimburse Contractor the sum of Thirty Thousand Dollars (\$30,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Ninth Payment-Deliverable 9: Upon completion of Productivity Benchmarks and Referral Requirements, County shall reimburse Contractor the sum of Ten Thousand Dollars (\$10,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Tenth Payment-Deliverable 10: Upon completion to Director's satisfaction of Job Descriptions and Evaluation Benchmarks for MLK MACC, County shall reimburse Contractor the sum of Twenty Thousand Dollars (\$20,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Eleventh Payment-Deliverable 11: Upon completion to Director's satisfaction of the Space Allocation Report, County shall reimburse Contractor the sum of Twenty Thousand Dollars (\$20,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Twelfth Payment-Deliverable 12: Upon completion to Director's satisfaction of the Clinical Areas Implementation Plan for the MLK MACC, County shall reimburse Contractor the sum of Twenty Thousand Dollars (\$20,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Thirteenth Payment-Deliverable 13: Upon completion to Director's satisfaction of Data Gathering and Reporting Tools for the MLK MACC, County shall reimburse Contractor the sum of Twenty Thousand Dollars (\$20,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Fourteenth Payment-Deliverable 14: Upon completion to Director's satisfaction of Referral Protocols and Benchmarks for the MLK MACC, County shall reimburse Contractor the sum of Twenty Thousand Dollars (\$20,000), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.

Fifteenth Payment-Deliverable 15: Upon completion of the Capacity/Demand and Staffing Models for the HDHS MACC, County shall reimburse Contractor the sum of Thirty-Four Thousand, One Hundred Fifty Dollars (\$34,150), or an amount in accordance with its itemized billing for these services and related travel expenses, whichever is less.



C. Travel Expenses: County shall not reimburse Contractor separately for travel expenses. All such expenses shall be included in the cost of each deliverable set forth hereinabove. Allowable travel expenses shall be limited to: meals, lodging, airport shuttle service and portage, and shall be limited to the rates set forth in Schedule 1 (Budget), attached hereto and incorporated herein by this reference. All air travel shall be at the economy class level.

5. BILLING AND PAYMENT:

A. County shall compensate Contractor for actual reimbursable costs incurred by Contractor in performing services hereunder.

B. Contractor shall bill County in arrears for each deliverable, including related travel expenses, provided pursuant to this Agreement. County shall reimburse Contractor for each deliverable, including related travel expenses, upon presentation of a complete and correct billing. Contractor shall itemize all billings to provide the number of hours performed in the provision of services hereunder, the identity and title of each individual performing those services, and the hourly rates charged by each individual in the performance of those services. Travel expenses shall be detailed by the name of each person

for whom the expenses were incurred, the person's job classification, and an itemized statement of all expenses, including all invoices and/or receipts documenting all expenses. In no event shall the hourly rate charged by Contractor for the provision of services under this Agreement exceed the rates set forth in Schedule 1 (Budget), attached hereto and incorporated herein by this reference. In the event that Contractor's actual costs for travel exceed the rates set forth in Schedule 1 (Budget), Contractor shall be solely liable for the difference. County shall reimburse Contractor within thirty (30) days following a complete and correct itemized billing. Notwithstanding the foregoing, in the event that Director deems any deliverable provided by Contractor as unsatisfactory for any reason, County shall not be obligated to reimburse Contractor for the deliverable unless and until Contractor cures the deficiency or deficiencies identified by Director and Director, in writing, deems the deliverable satisfactory.

C. Contractor shall bill County in accordance with the rates and timelines set forth in Exhibit A (Scope of Services) and Schedule 1 (Budget). Contractor shall submit original billing forms, including copies of original receipts verifying expenditures directly to: County of Los



Angeles Department of Health Services, 313 North Figueroa Street, Room 903, Los Angeles, California 90012, Attention: Chief Deputy Director. Contractor also shall submit duplicate original billing forms, including copies of original receipts verifying expenditures directly to: Chief Executive Office, 713 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, Attention: Sheila Shima. All billings shall clearly reflect all required information as specified on billing forms regarding the services for which claims are to be made as set forth in Exhibit A.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement. In the event that Contractor provides services not specifically required under the terms of this Agreement or any amendments thereto, those services shall be deemed a gratuitous effort and County shall not be obligated to reimburse Contractor for those services.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from County funding sources, and upon Director's or his authorized

designee's specific written approval, County may require additional services related to the services set forth in Exhibit A and pass on to Contractor an increase to the original County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director of Health Services. If monies are reduced from County funding sources, County may also decrease the applicable County maximum obligation as determined by County.

Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor and County's Chief Executive Officer. This written notice shall detail the additional services required. If such increase or decrease does not exceed ten percent (10%) of the applicable County maximum obligation, Director may approve such funding changes. Director also shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer and shall administratively amend Exhibit A and Schedule 1 to reflect the additional or decreased services prior to the inception of any such addition or decrease. Any administrative amendment shall require advance approval from County's Chief Executive Officer and

County Counsel prior to the inception of services and any related funding increase or decrease.

B. Any other funding increase or decrease to the County maximum obligation under this Agreement shall be affected only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement.

7. ADDITIONAL PROVISIONS: The attachment labeled "ADDITIONAL PROVISIONS" is part of this Agreement and the terms and conditions therein contained shall apply to the parties' relationship as though fully set forth herein.

8. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").



The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

#### DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using

internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning

as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court,

grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment,



application, utilization, examination or analysis of such Information within Business Associate's internal operations.

- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

#### OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6; 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information.



Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware.

The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 525  
Los Angeles, California 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the

federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity

determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the



Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

#### **OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

#### TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information

to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.



5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain,

and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability

policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract

upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.



(d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:



(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million

Disease - each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

10. ACCESS: For the performance of services hereunder by Contractor and only for the purpose of such services, County shall provide Contractor and its personnel with reasonable access to County premises.

11. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon

removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibit A, Schedule 1, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS and Exhibit(s) and Schedule(s) attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS and attached Exhibit(s) and Schedule(s), in the order of their alpha sequence, shall govern and prevail in that order.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS and attached Exhibit(s) and Schedule(s), fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.



15. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 180 North LaSalle, Suite 2305, Chicago, Illinois 60601. Contractor's primary business telephone number is (312) 641-5007, and facsimile/FAX number is (312) 641-6678. Contractor shall notify in writing County's Department of Health Services, Chief Deputy Director and Contracts and Grants Division, of any change in its primary business address, business telephone number, and business facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

16. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by facsimile transmission or U.S. mail (e.g., U.S. Priority, U.S. Express, certified or registered, return receipt requested), and addressed to the parties at the following addresses and to the attention of the person(s) named. Director shall have the authority to issue all notices which are required or permitted by



County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
313 North Figueroa Street, Room 903  
Los Angeles, California 90012  
Attention: Chief Deputy Director
- (2) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-East  
Los Angeles, California 90012  
Attention: Division Chief
- (3) Chief Executive Office  
713 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Attention: Sheila Shima

B. Notices to Contractor shall be addressed as follows:

Health Management Associates  
180 North LaSalle, Suite 2305  
Chicago, Illinois 60601  
Attention: Pat Terrell, Principal

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By [Signature]  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

HEALTH MANAGEMENT ASSOCIATES  
Contractor

By [Signature] Signature  
Jay Rosen Printed Name

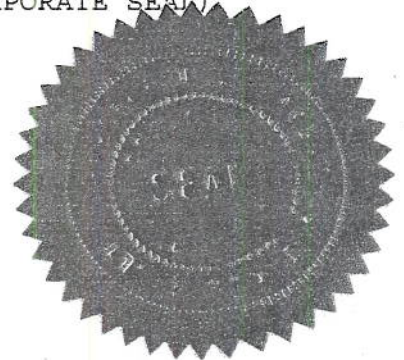
Title President  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By Cara O'Neill  
Cara O' Neill, Chief  
Contracts and Grants Division



ADDITIONAL PROVISIONS

LAC+USC MEDICAL CENTER REPLACEMENT PROJECT  
CONSULTANT SERVICES AGREEMENT

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ADDITIONAL PROVISIONS  
LAC+USC MEDICAL CENTER REPLACEMENT PROJECT  
CONSULTANT SERVICES AGREEMENT

1. ADMINISTRATION: County's Director of Health Services and the Chief Deputy Director of Health Services shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

- (1) Articles of Incorporation and By-Laws.
- (2) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).
- (3) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(a) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(b) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any



service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services

under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NON-DISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or



mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.



G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with, services performed by or on behalf of Contractor pursuant to this Agreement.

8. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should



Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

10. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

11. SUBCONTRACTING: Contractor, with prior written consent of Director and to the extent permitted by law, may also subcontract in writing with other individuals or entities for the provision of services under this Agreement, so long as Contractor remains fully and solely responsible to County for the performance of any such services and does not abdicate or attempt to abdicate any of its contract duties under this Agreement, and the subcontractor has no rights whatsoever to compensation or other benefits from County under the subcontract relationship. Contractor shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of this



Agreement, and shall ensure that all subcontract documents hereunder include such requirements.

Subcontract(s) shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontract(s) hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of its subcontractor(s).

Director agrees to provide Contractor with written notice of approval or disapproval to subcontract with other individuals or entities within fourteen (14) calendar days of receipt of Contractor's written request.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, data, and information, including, but not limited to, billings, County records and data, and other information obtained from County under this Agreement, in accordance with all applicable Federal, State, and local laws, ordinances, guidelines and directives relating to confidentiality.

Contractor shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentially Agreement, attached hereto as Exhibit B, for each of its

employees performing work under this Agreement in accordance with the INDEPENDENT CONTRACTOR STATUS Paragraph. Contractor shall provide to County an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement, attached hereto as Exhibit C, of each of its non-employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly advise County of all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County

without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to written procedures sent Contractor by County for this purpose.

13. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is



later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.



(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor.

This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number

A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents,



and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30)

calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

14. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

15. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public



announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.



For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

17. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by

Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

18. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions

by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

19. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without



limitation, identification of all persons implicated and complete description of all relevant circumstances.

20. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment



requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

21. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

Federal, State, or local laws, ordinances, regulations, rules, or directives.

22. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Health Services at any time during the term of this Agreement.

23. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are

provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

25. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that gratuities or consideration, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing a contract or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County



manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

26. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

27. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the



timely performance of this Agreement, that party shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

28. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

29. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services shall make the determination to solicit bids or request proposals in accordance with applicable County and Department of Health Services policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future

invitation for bids or request for proposals by virtue of its present status as Contractor.

30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 35, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" Paragraph, immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION OF AGREEMENT Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

33. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into,



contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

34. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

35. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

36. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other



breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

37. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

38. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board



shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership



or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of

Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors.

40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

41. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement.

42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

A. Unless Contractor has demonstrated to the County's

satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term,



temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit D, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the



Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of

Children and Family Services will supply the Contractor with the poster to be used.

45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible or excluded from securing federally funded contracts. Further, by

executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner officer, partner, director or other principal of subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

47. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reductions in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to perform all obligations set forth in this Agreement.



48. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30<sup>th</sup> of the last county fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

49. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directors, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their



use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Control, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and

complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of

such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

50. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Exhibit F), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).



**HEALTH MANAGEMENT ASSOCIATES  
SCOPE OF SERVICES**

**Board Approval Date through May 31, 2008**

1. Overall Goal of Contractor Services: The Contractor shall work with the Director of Health Services ("Director") and designated individuals to develop comprehensive implementation and organizational plans related to the MLK MACC and the HDHS MACC along with related documentation as further described in this Scope of Work. Additionally, Contractor shall work with the Director and designated individuals to provide for and implement long term and lower level of care initiatives for LAC+USC. To complete its work under this Agreement, Contractor shall use a team of highly qualified experts who are either employees of Contractor or who are retained via subcontract by the Contractor. The initial members of the team, their titles and the number of hours they are expected to perform services under this Agreement are identified in Schedule 1. The County, through its Director, shall approve the Contractor's use of the services of any individual not listed in Schedule 1 prior to such individual commencing work under this Agreement. Such approval shall be in writing and shall be at Director's sole discretion. Director shall provide Contractor with the name of the person who will administer this Agreement and the names of the persons who shall represent DHS for each of the deliverables below.

2. Deliverables: Contractor shall prepare the deliverables set forth below. Deliverables shall include, at a minimum, a summary of critical issues related to the subject matter as well as suggested approaches to resolving those issues. Deliverables shall be based on Contractor's comprehensive review of any and all applicable literature and reference materials on the subject as well as information that Contractor gathers from County in the course of the performance of its work. Deliverables shall contain references and other support for all



critical views and points identified by the Contractor. The Director shall evaluate each deliverable. If, in Director's sole discretion, the deliverable is satisfactory, the Director shall provide written approval of the deliverable within ten (10) working days of receipt of the deliverable. If the Director determines that a deliverable is unsatisfactory, the Director shall provide Contractor, within ten (10) working days of receipt of the deliverable, a written assessment which shall include an outline of specific deficiencies which were not addressed or which were incompletely or unsatisfactorily addressed. Contractor shall, at no additional cost to County, remedy the deficiencies raised by the Director within ten (10) working days upon receipt of the outline. This approval process shall be repeated until Director deems a deliverable approved. Contractor shall meet the following objectives and prepare the following deliverables:

A. DELIVERABLE 1- Lower Level of Care Connections Plan (LAC+USC):

The objective of this deliverable is for Contractor to complete work concerning lower level of care connections for LAC+USC with the community. Contractor shall prepare a written plan on lower level of care transfers to Rancho Los Amigos National Rehabilitation Center, Olive View/UCLA Medical Center and private nursing homes. The written plan shall detail transfer steps and processes.

B. DELIVERABLE 2 - Urgent Care Center Operational Plan (MLK-MACC):

The objective of this deliverable is for Contractor to develop an approach for the MLK MACC Urgent Care Center based upon other models in similar health care systems and an evaluation of existing models within DHS. Contractor shall evaluate those other and existing models for comparability to the MLK MACC. Contractor shall prepare an operational plan after assessing patient acuity at the MLK MACC. Prior to preparing this plan, Contractor shall have assessed the HDHS MACC and the Hubert H. Humphrey Comprehensive Health Center and will have engaged in discussions with the operators of other systems' urgent care leaders (e.g., Kaiser Permanente and other public hospital

systems in the Southern California region) as well as the California Emergency Physician Medical Group. Upon completion and acceptance of the Operational Plan, Contractor shall take all steps necessary, in the sole discretion of Director, to implement the Operational Plan at the MLK MACC.

C. DELIVERABLE 3-Organizational Structure Plan (MLK MACC): The objective of this deliverable is for Contractor to assist DHS in fully implementing an organizational structure and leadership positions, including setting priorities, for ambulatory care services related to the MLK MACC. Contractor shall develop and prepare organizational structures, including reporting lines. In preparation for this work, Contractor shall establish meetings and agendas for key personnel and define priorities for key MLK MACC leaders, including physician productivity with the Chief Medical Officer, scheduling and templates with the Director of Operations and quality and patient flow with the Chief Nursing Officer.

D. DELIVERABLES 4, 5, 6, AND 7-Operational Workplan Progress Reports (MLK MACC): The objective of this deliverable is for Contractor to assist in the implementation of the operational workplan for MLK MACC, including external health community referrals as well as internal operations such as scheduling, referrals, patient flow, staff competency assessment, and movement toward ambulatory care accreditation. Contractor shall be expected to "coach" designated DHS and MLK MACC staff and provide priorities to this staff throughout this process. Contractor shall provide a monthly progress report detailing its activities. Specifically, each progress report shall contain: an outline by clinic service, the clinic staffing plan originating with the existing 809 employees and culminating with a final number to be recommended by Contractor. Each progress report also shall contain updates on the following sections: external operations and internal operations, with the internal operations specifically addressing



scheduling, referrals, patient flow, staff competency assessment, and movement toward ambulatory care accreditation. Contractor shall prepare three (3) monthly progress reports, one each for the months of February, March, and April. Contractor shall prepare a Final Report (May), which shall encapsulate all of the foregoing elements and provide final recommendations.

E. DELIVERABLE 8-Ambulatory Surgery Center Implementation Plan (MLK MACC): The objective of this deliverable is for Contractor to develop an effective approach to the Ambulatory Surgery Center that makes maximum use of the facilities at MLK MACC. Contractor shall prepare an implementation plan for the Ambulatory Surgery Center that addresses the reasonable productivity of the surgeons, a 75% operating room capacity and a system for outpatient surgery.

F. DELIVERABLE 9-Productivity Benchmarks and Referral Requirements (MLK MACC): The objective of this deliverable is for Contractor to refine physician/provider practices to assure maximum productivity and connections to other referring providers. Contractor shall prepare productivity benchmarks and referral requirements (e.g., timely submission of consult reports). As a prerequisite to these deliverables, Contractor shall work directly with physician leaders to assist them in making a transition from an inpatient, teaching and research focus to clinical service delivery.

G. DELIVERABLE 10-Job Descriptions and Evaluation Benchmarks (MLK MACC): The objective of this deliverable is for Contractor to assist designated staff in redefining key departments, including but not limited to, quality, utilization management, social work and nursing administration, as those departments take on different roles in an outpatient setting. Contractor shall re-write job descriptions for key staff in these areas and shall set benchmarks for the evaluation of persons performing in these areas.

H. DELIVERABLE 11-Space Allocation Report (MLK MACC): The objective of this deliverable is for Contractor to develop recommendations on space allocation for the MLK MACC. Contractor shall prepare a written report on suggested adjacencies and changes.

I. DELIVERABLE 12-Clinical Areas Implementation Plan (MLK MACC): The objective of this deliverable is for Contractor to develop an approach to key clinical areas of focus, with particular emphasis on chronic care management. Contractor shall prepare a report with implementation steps, which report shall include suggested approaches to clinical areas.

J. DELIVERABLE 13-Data Gathering and Reporting Tools (MLK MACC): The objective of this deliverable is for Contractor to recommend data gathering systems and create regular reporting tools that capture information on utilization, productivity and health status. Contractor shall prepare a written report that details its recommended data gathering and reporting tools.

K. DELIVERABLE 14-Referral Protocols and Benchmarks (MLK MACC): The objective of this deliverable is for Contractor to assure that appropriate connections are made to, and to facilitate connections between, the MLK MACC and other DHS and non-DHS providers. Contractor shall prepare referral protocols and monitoring benchmarks to assure that the MLK MACC is effectively connected to its partners for referrals and make recommendations regarding enhancements to the referral process system.

L. DELIVERABLE 15-Capacity/Demand and Staffing Models (HDHS MACC): The objective of this deliverable is for Contractor to develop capacity/demand and staffing models for the HDHS MACC. Contractor shall prepare a written plan that addresses two options: staffing needed for current patient visits and staffing needed to



support existing providers but allowing for expanded capacity. Contractor shall apply the same design principles as used for the MLK MACC. Contractor's written plan shall be predicated on an assessment of the HDHS MACC and its associated health centers as staff may work in both entities.

3. Timing of Deliverables: Contractor shall submit deliverables according to the following schedule. In his sole discretion, and to address deadlines that may not be practicable because of unforeseen circumstances caused by the Department of Health Services such that Contractor's performance is delayed, Director may increase the time Contractor is permitted to submit a required deliverable. Any such time extension shall be granted pursuant to Director's authority in Paragraph 1, TERM, for close out activities.

Deliverable:

Due Date:

- |    |   |                   |
|----|---|-------------------|
| 1. | Lower Level of Care Connections Plan<br>(LAC+USC) | March 31, 2008    |
| 2. | Urgent Care Center Operational Plan<br>(MLK-MACC) | March 31, 2008    |
| 3. | Organizational Structure Plan<br>(MLK MACC)       | February 29, 2008 |

Operational Workplan Progress Reports (MLK MACC):

- |     |   |                   |
|-----|---|-------------------|
| 4.  | First Report  | February 29, 2008 |
| 5.  | Second Report   | March 31, 2008    |
| 6.  | Third Report  | April 30, 2008    |
| 7.  | Final Report  | May 31, 2008      |
| 8.  | Ambulatory Surgery Center Implementation Plan<br>(MLK MACC)     | March 31, 2008    |
| 9.  | Productivity Benchmarks and Referral Requirements<br>(MLK MACC) | February 29, 2008 |
| 10. | Job Descriptions and Evaluation Benchmarks<br>(MLK MACC)        | February 29, 2008 |

- |     |  |                   |
|-----|--|-------------------|
| 11. | Space Allocation Report<br>(MLK MACC)              | February 29, 2008 |
| 12. | Clinical Areas Implementation Plan<br>(MLK MACC)   | April 30, 2008    |
| 13. | Data Gathering and Reporting Tools<br>(MLK MACC)   | March 31, 2008    |
| 14. | Referral Protocols and Benchmarks<br>(MLK MACC)    | April 30, 2008    |
| 15. | Capacity/Demand and Staffing Models<br>(HDHS MACC) | April 30, 2008    |

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES**

**SCHEDULE 1**

**HEALTH MANAGEMENT ASSOCIATES**

Effective upon Board Approval through May 31, 2008

**Phase II Services**

**I. Staff Services**

	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Budget</u>
Pat Terrell	\$325	162.75	\$52,894
Dr. Terry Conway	\$325	162.75	\$52,894
Mary Roos	\$325	146.75	\$47,694
Dr. Jack Raba or Dr. Maurice Lemon	\$325	146.75	\$47,694
Lori Weiselberg	\$240	56	\$13,440
Bob Kohl, Barbara Fischer or Franklin Gonzalez	\$240	544	\$130,560
Total - Staff Services			\$345,175
II. Travel Expenses			\$49,680
III. Total Program Costs			<u>\$394,855</u>

**Phase III Services**

**I. Staff Services**

	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Budget</u>
Pat Terrell	\$325	32	\$10,400
Dr. Terry Conway	\$325	30	\$9,750
Mary Roos	\$325	16	\$5,200
Dr. Jack Raba or Dr. Maurice Lemon	\$325	12	\$3,900
Lori Weiselberg	\$240	10	\$2,400
Total - Staff Services			\$31,650
II. Travel Expenses			\$2,500
III. Total Program Costs			<u>\$34,150</u>

**SUMMARY**

Phase II Subtotal	\$394,855
Phase III Subtotal	\$34,150
<b><u>GRAND TOTAL</u></b>	<b><u>\$429,005</u></b>

\* See Schedule 1 Attachment, for reimbursement for travel.

## SCHEDULE 1, ATTACHMENT

### COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 502  
LOS ANGELES, CALIFORNIA 90012-2706  
PHONE: (213) 874-8402 FAX: (213) 628-8463

J. TYLER McCAULEY  
AUDITOR-CONTROLLER

January 26, 2007

TO: ALL ADMINISTRATIVE DEPUTIES

FROM: Arlene Barrera, Chief Disbursements Division *A. Barrera*

SUBJECT: TRAVEL EXPENSE REIMBURSEMENTS EFFECTIVE  
FEBRUARY 1, 2007

Section 5.40.095 of the County Code requires an annual adjustment of maximum travel, meal, lodging and incidental expense reimbursement rates based on annual changes in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics. This section also stipulates that the annual percentage change in the CPI during the preceding calendar year must exceed 3% to cause a rate adjustment. If the percentage change is less than 3%, then the percentage change shall be accumulated with the percentage change in the following year(s) until such time the cumulative percentage change exceeds 3%. Adjustments are then made to reflect the total cumulative percentage change.

Since the percentage change in the CPI between December 2005 and December 2006 was published as 2.5%, there is no annual adjustment for 2007. Reimbursement rates that were effective February 1, 2006 will remain in effect for travel incurred through January 31, 2008.

Maximum amounts which can be reimbursed for lodging and meals are:

Lodging: \$ 180.00 plus all taxes included on the receipt for a single occupancy hotel accommodation upon presentation of the receipt to the travel coordinator of your department.

Meals: \$ 10.75 breakfast, \$ 14.00 lunch and \$ 35.25 dinner, or not exceed \$60.00 per day when three meals are purchased any one day.

*"To Enrich Lives Through Effective and Caring Service"*



Administrative Deputies

January 29, 2007

The allowance for incidental expense for travel to certain capital and primary cities is:

Sacramento \$12.50 per day

Atlanta, Boston, Chicago, Dallas, Detroit,  
Houston, New York, Phoenix, Philadelphia,  
San Francisco, Seattle, Miami, and  
Washington D.C. \$ 63.00 per day

Incidental expense is only claimable to the extent incurred, and not claimable for travel to any other city, unless approved by the Auditor-Controller or Chief Administrative Officer. Additionally, incidental expense can only be claimed if the business conducted required presence in these cities.

Furthermore, each claim for incidental expense allowance shall be reviewed and approved on its own merits. Spending amounts greater than the normal reimbursement amounts is not sufficient justification for approval of a claim. Generally, employees must demonstrate that increased expenses are unavoidable or necessary for the efficient conduct of business. It is the employee's responsibility to provide reasonable information to support his or her claim for the incidental expense allowance.

For your convenience, we have attached the latest airport information on Attachment "A".

Reimbursement for Portage is \$1.00 per day.

New Mileage Rate

Effective January 1, 2007 the mileage reimbursement rate is \$0.45 cents per mile for all miles driven. This rate applies to all County employees, represented and non-represented, who drive their own vehicles on County business.

If you have any questions, please contact Connie K. Chung at (213) 974-8402.

AB:CKC:rh

c: Fiscal Officers  
Connie K. Chung  
Carolyn Jones-Mattox  
Yen Ly

GC/Transportation/TravelReimbAd/Ltr2

**AIRPORT PARKING INFORMATION**  
**AS OF February 1, 2007**

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**BURBANK-BURBANK AIRPORT AUTHORITY**

(818) 840-8838

Central Parking Systems

2627 Hollywood Way

Burbank, CA 91505

Lots A, B and C

Lot D

Lot E

\$ 9.00/Day

\$11.00/Day

\$20.00/Day

**JOHN WAYNE (ORANGE COUNTY) AIRPORT**

(949) 252-6260

Parking Concepts

18601 Airport Way

Santa Ana, CA 92707

Lots A1, A2, B1 and B2

Main Street Parking Lot

\$17.00/Day

\$12.00/Day

**LONG BEACH AIRPORT**

(562) 425-9665

AMPCO System Parking

4103 Donald Douglas Drive

Long Beach, CA 90808

Lot A

Lot B

Lot C

Lot D

\$15.00/Day

\$12.00/Day

\$ 9.00/Day

\$ 6.00/Day

**LAX (LOS ANGELES AIRPORT)**

(310) 646-2911

Five Star Parking

251 World Way

Los Angeles, CA 90045

Lot B

Lot C

\$ 8.00/Day

\$10.00/Day

**ONTARIO AIRPORT**

(909) 937-1240

Parking Company of America

Ontario, CA 91716

Lots 2 and 4

Lot 3

Lot 5

Lot F

\$15.00/Day

\$11.00/Day

\$ 7.00/Day

\$ 6.00/Day

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.:

Employee Name:

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.



I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME:

POSITION:

*(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)*



CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME

Contract No.:

Non-Employee Name:

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME:

POSITION:

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposes, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:	Health Management Associates, Inc.		
Company Address:	120 N. Washington Square, Suite 705		
City:	Lansing	State:	MI Zip Code: 48933
Telephone Number:	(517) 482-9236		
Solicitation For _____ Services:	Healthcare Consulting		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Jay Rosen	Title:	President
Signature:	Jay L	Date:	1/29/08



# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernard no under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Alta Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.



**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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**Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.**



# CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT F

Health Management Associates, Inc.  
Company Name

120 N. Washington Square, Suite 705  
Address Lansing, MI 48933

38-2599727  
Internal Revenue Service Employer Identification Number

N/A  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

	CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Jay L  
Signature

1/29/08  
Date

Jay Rosen, President  
Name and Title (please type or print)